



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
INVITATION FOR BID**

**IFB NO. B1E05042**

**TITLE: Vehicles: Light Duty Trucks and SUV's**

**ISSUE DATE: 08/17/04**

**BUYER: Shelly Honse**

**PHONE NO.: (573) 751-4925**

**E-MAIL: shelly.honse@oa.mo.gov**

**RETURN BID NO LATER THAN: 09/01/04 AT 2:00 PM**

**MAILING INSTRUCTIONS:** Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Bids must be in DPMM office (301 W High St, Rm 630) by the return date and time.

**RETURN BID TO: DPMM or DPMM**  
**P O BOX 809 301 WEST HIGH ST, RM 630**  
**JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101**

**CONTRACT PERIOD: Date of Award through End of 2005 Model Year**

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

**State of Missouri  
Various Locations Throughout Missouri**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 05/03/04). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this IFB is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE.	
PHONE NO.	FAX NO.	E-MAIL ADDRESS	

**NOTICE OF AWARD (STATE USE ONLY)**

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:					
CONTRACT NO.		VENDOR NO.		CONTRACT PERIOD	
BUYER		DATE		DIRECTOR	

## **1. INTRODUCTION**

### **1.1 Purpose:**

- 1.1.1 This document constitutes an invitation for sealed bids from prospective bidders for the purchase of model year 2005 light duty trucks and sport utility vehicles in accordance with the requirements and provisions stated herein.

### **1.2 Contact:**

- 1.2.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.

### **1.3 Public Record Search and Retrieval System:**

- 1.3.1 The current contracts C104032001 through C104032003 and the previous procurement documentation B1Z04032 may be viewed and printed from the Division of Purchasing & Materials Management's **Public Record Search and Retrieval System** located on the Internet at [www.oa.mo.gov/purch/purch.htm](http://www.oa.mo.gov/purch/purch.htm).

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 Contract:**

- 2.1.1 A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the bid by "notice of award" or by "purchase order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- 2.1.2 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

### **2.2 Contract Period:**

- 2.2.1 The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

**2.3 Price:**

- 2.3.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**2.4 Estimated Quantities:**

- 2.4.1 The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

**2.5 Cooperative Procurement Program:**

- 2.5.1 If the contractor has indicated agreement on the Pricing Page with participation in the Cooperative Procurement Program, the contractor shall provide model year 2005 light duty trucks and sport utility vehicles as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.state.mo.us/statutes/c000-099/0670360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

**2.6 Reports Requirements:**

- 2.6.1 The contractor shall prepare and submit a written report on an annual basis indicating purchases made by state agencies and cooperative procurement members off the contract. This report must at minimum show items by contract item number, and respective volumes purchased for each item. This report must be submitted to the Division of Purchasing and Materials Management at P.O. Box 809, Jefferson City, Missouri 65102, and directed to the Buyer's attention no later than June 15, 2005.

**3. GENERAL REQUIREMENTS****3.1 Latest Model:**

- 3.1.1 The contractor must provide the latest production model with all manufacturer's standard equipment and any additional equipment required by the State of Missouri. The base price on contract shall include all specifications stated herein.
- 3.1.2 All items of standard equipment which are normally provided by the manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than standard.
- 3.1.3 Each vehicle shall be clean, lubricated, serviced and ready for immediate service.

**3.2 Warranty:**

- 3.2.1 The Standard Factory Warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the unit is placed in service. If special forms must be filed with the contractor, the State of Missouri will comply with this request.

**3.3 Delivery:**

- 3.3.1 Delivery must be made between the hours of 8:00 a.m. and 12:00 Noon or 1:00 p.m. and 4:00 p.m., Monday through Friday, holidays excepted.
- 3.3.2 Each vehicle shall be delivered with the proper form to apply for Missouri title and license including the Manufacturer's Statement of Origin, invoice, and the owner's manual.
- 3.3.3 The contractor shall comply with the manufacturer's recommended pre-delivery service.
- 3.3.4 In the event the contractor fails to deliver the vehicle by the stated ARO time, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. The State of Missouri reserves the right on a case-by-case basis, and to consider the degree of the contractor responsibility in the delay.
- 3.3.5 The contractor shall understand and agree that the per mile delivery charge (line item 162) shall not be applied nor invoiced for vehicles purchased by state agencies. This charge shall only apply to public entities making purchases through the Cooperative Procurement Program.

**3.4 Factory Installed Options:**

- 3.4.1 As applicable, all options must be factory installed.

**3.5 Payment Terms:**

- 3.5.1 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the IFB, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the IFB. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.state.mo.us/STATUTES/STATUTES.HTM>.
- 3.5.2 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

**4. BIDDER'S INSTRUCTIONS****4.1 American Made:**

- 4.1.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 4.1.2 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.
- 4.1.3 If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.

4.1.4 In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

4.1.5 If any products and/or services offered under this IFB are being manufactured or performed at sites outside the continental United States, the bidder MUST disclose such fact and provide details with the bid.

#### **4.2 Preprinted Marketing Materials:**

4.2.1 The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

#### **4.3 Dealer Packages:**

4.3.1 The bidder should describe the contents of any packages bids. In addition, if any option is only available as part of a dealer package, the bidder should identify this and list the contents of the package.

#### **4.4 Bid Detail Requirements and Deviations:**

4.4.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify deviations from both mandatory and desirable specifications stated. Any deviation from a mandatory requirement may render the bid nonresponsive; any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

4.4.2 Bidders should note: A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

#### **4.5 Bid Evaluation/Contract Award for Line Items 058, 067, 077, 085, 094, 100 and 155:**

4.5.1 The award of contract shall be made to the lowest priced responsive bidder complying with both Chapter 34 and Chapter 414 RSMo. The State of Missouri reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past five years. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any bidder's offer.

4.5.2 Once the lowest priced responsive bidder is determined, Chapter 414.415 RSMo, requires that a life cycle cost be done on all alternative fuel passenger cars. The decision to put an alternative fuel passenger car on contract is determined by comparing the life cycle cost of the alternative fuel passenger car to the life cycle cost of a conventional fuel passenger car of the same or similar make and model. Chapter 414.415 requires that the life cycle cost for an alternative fueled vehicle in a non-exempted class be no greater than 10%. For vehicles used primarily in maintenance and non-attainment areas (St. Louis and Kansas City) the price for the alternative fuel vehicle compared to the conventional fuel vehicle cannot exceed 17%.

- 4.5.3 The following is the formula to determine the life cycle cost:

$$LCC = UP + \left( \frac{LV}{MPG} \times GC \right)$$

LCC = Life Cycle Cost

UP = Unit Price of vehicle bid

LV = Life of vehicle is 100,000 miles

MPG = Miles per gallon, EPA unadjusted combined figure with Alternative Motor Fuels Act included

GC = Gasoline cost/gallon for this bid will be the current average market price for Mid-Missouri at the time of bid opening.

- 4.5.4 The evaluation of the vehicles will be on the base price only.

**4.6 Bid Evaluation/Contract Award for Line Items 001, 006, 016, 026, 037, 047, 140 and 148:**

- 4.6.1 The award of contract shall be made to the lowest priced responsive bidder complying with both Chapter 34 and Chapter 414 RSMo. The State of Missouri reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past five years. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any bidder's offer.

- 4.6.2 Pursuant to Chapter 414.400, the commission of administration shall identify specific vehicle models within each vehicle procurement class that meet or exceed the CAFÉ standard. For purposes of cost evaluation, the minimum CAFE will be 20.7 MPG or the current EPA standard.

- 4.6.3 The following LCC formula will be used to determine the lowest and best bid:

$$LCC = UP + \left( \frac{LV}{MPG} \times GC \right)$$

LCC = Life Cycle Cost

UP = Unit Price of vehicle bid

LV = Life of vehicle is 100,000 miles

MPG = Miles per gallon, EPA unadjusted combined figure

GC = Gasoline cost/gallon for this bid will be the current average market price for Mid-Missouri at the time of bid opening.

- 4.6.4 The evaluation of the vehicles will be on the base price only.

- 4.6.5 The award of a vehicle for each line item will be made to the lowest and best bid, which meets or exceeds the CAFÉ standard. If no vehicle meets the CAFÉ standard the award will be made to the lowest and best bid using the life cycle cost formula stated above.

- 4.6.6 For more information pertaining to Chapter 34 RSMo and Chapter 414 RSMo the following Internet addresses are provided: <http://www.moga.state.mo.us/STATUTES/C034.HTM> and <http://www.moga.state.mo.us/STATUTES/C414.HTM>.

**4.7 Bid Evaluation/Contract Award for Line Item 107, 117 and 129:**

- 4.7.1 The award of a contract shall be made to the lowest priced responsive bidder.

**4.8 Compliance with Terms and Conditions:**

- 4.8.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB, that the IFB shall govern. Taking exception to the State's terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.

**4.9 Business Compliance:**

- 4.9.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors are presently in compliance with such laws. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

**4.10 Electronic Bids:**

- 4.10.1 If the bidder is responding electronically through the On-line Bidding website, the bidder should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. Specific instructions for submitting electronic attachments are included in the On-line Bidding website. Be sure to include the bid number, company name, and a contact name on any attachments submitted with the electronic bid. Bidders submitting electronic and hard copy bid responses which are not identical should explain which response(s) is(are) valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate the response which serves its best interest. The On-line Bidding website can be found at <https://www.moolb.mo.gov>.
- 4.10.2 The exhibits and forms provided herein can be saved into a word processing document of the bidder's own creation, completed by the bidder, and then attached to the electronic submission. Other requested or required information should be attached to the electronic bid in whatever format the bidder desires.
- 4.10.3 Specifically the bidder should submit the following with the electronic bid as an attachment: brand, model, warranty period, domestic products status, and product information.
- 4.10.4 Exhibits, forms and other information may also be submitted through mail or courier service. However, any such submission should be received prior to the specified closing date and time.

**Pricing Page****LINE ITEM 001 – MODEL YEAR 2005 TRUCK, COMPACT, 4 X 4****Estimated Qty: 3**

C/S Code: 07048

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Chevrolet S-10, Dodge Dakota, Ford Ranger, GMC Sonoma

**Line Item 001** – Base Price Equipped as Specified Below: \$\_\_\_\_\_

Make and Model of Vehicle Bidding:\_\_\_\_\_

ENGINE: 2.8 Liter, V-6 minimum

GVWR: 4,000 lbs. minimum

WHEELBASE: 112 inch minimum

BED: Approximately 6 ft. wide type

CAB: Regular

TRANSMISSION: Manual, 5 speed, overdrive

TRANSFER CASE: Manufacturer's Standard for specified transmission

**AUTO LOCKING HUBS**

BRAKES: Power

STEERING: Power

TIRES: Four (4), manufacturer's standard, plus compact spare

SEAT: Bench

AIR CONDITIONER: Manufacturer's Standard

BUMPER: Painted rear, step type

RADIO: Manufacturer's Standard AM-FM

Options for Line Item 001 – Price if not standard.

**Line Item 002** – Transmission: Automatic, 4 speed, overdrive \$\_\_\_\_\_

**Line Item 003** – Speed Control and Tilt Wheel \$\_\_\_\_\_

**Line Item 004** - ABS Brakes, 4 wheel \$\_\_\_\_\_

**Line Item 005** – Cloth Seats \$\_\_\_\_\_

Delivery: \_\_\_\_\_ days ARO

Warranty:\_\_\_\_\_

Bidder should list any required equipment which must be included with any of the options listed above for line items 002 - 005:

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**LINE ITEM 006 – MODEL YEAR 2005 TRUCK, MID-SIZE, 4 X 4, EXTENDED CAB**

C/S Code: 07048

**Estimated Qty: 10**

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Dodge Dakota

**Line Item 006** – Base Price Equipped as Specified Below: \$ \_\_\_\_\_

Make and Model of Vehicle Bidding: \_\_\_\_\_

ENGINE: 4.7 Liter, 8 cylinder minimum  
 GVWR: 4,850 lbs. minimum  
 WHEELBASE: 131 inch minimum  
 BED: 5 ft. wide type  
 CAB: Extended  
 TRANSMISSION: Automatic  
 TRANSFER CASE: Manufacturer's Standard for specified transmission  
 REAR AXLE RATIO: Manufacturer's Standard  
 AUTO LOCKING HUBS  
 BRAKES: Power  
 STEERING: Power  
 TIRES: Four (4), manufacturers standard all on/off road, plus full size spare  
 SEAT: Cloth  
 AIR CONDITIONER: Manufacturer's Standard  
 RADIO: Manufacturer's Standard AM/FM  
 BUMPER: Painted or chrome rear, step type

Options for Line Item 006 – Price if not standard.

**Line Item 007** – Transmission: Manual \$ \_\_\_\_\_ (deduction)

**Line Item 008**- Engine: V-8, 5.9 Liter Minimum \$ \_\_\_\_\_

**Line Item 009** – Optional Rear Axle Ratio \$ \_\_\_\_\_  
 State Ratio: \_\_\_\_\_

**Line Item 010** – Speed Control and Tilt Wheel \$ \_\_\_\_\_

**Line Item 011** – Power Windows and Door Locks \$ \_\_\_\_\_

**Line Item 012** – ABS Brakes, 4 Wheel \$ \_\_\_\_\_

**Line Item 013**– Towing Package: Manufacturer's Standard \$ \_\_\_\_\_  
 to include heavy duty charging, engine oil and  
 transmission cooling, Class III frame hitch and  
 4 pin wiring installed plus wiring harness for 7 pin.

**Line Item 014** - 3<sup>rd</sup> or 4<sup>th</sup> Door on Extended Cab \$ \_\_\_\_\_

**Line Item 015** – Tires: LT Series  
Specify Size: \_\_\_\_\_

\$ \_\_\_\_\_

Delivery: \_\_\_\_\_ days ARO

Warranty: \_\_\_\_\_

Bidder should list any required equipment which must be included with any of the options listed above for line items 007 - 015:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LINE ITEM 016 – MODEL YEAR 2005 TRUCK, ½ TON, 4 X 2**

**Estimated Qty: 10**

C/S Code: 07048

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Chevrolet Silverado 1500, Dodge Ram 1500, Ford F-150, GMC Sierra

**Line Item 016** - Base Price Equipped as Specified Below:

\$ \_\_\_\_\_

Make and Model of Vehicle Bidding: \_\_\_\_\_

ENGINE: 3.7 Liter, 6 cylinder minimum  
GVWR: 6,000 lbs. minimum  
WHEELBASE: 131 inch minimum  
BED: 8 ft. wide type  
CAB: Regular  
TRANSMISSION: Automatic  
BRAKES: Power  
STEERING: Power  
REAR AXLE RATIO: Manufacturer's Standard  
TIRES: Four (4), manufacturers standard all season, plus full size spare  
SEAT: Bench, Cloth  
AIR CONDITIONER: Manufacturer's Standard  
RADIO: Manufacturer's Standard AM/FM  
BUMPER: Painted or chrome rear, step type

Options for Line Item 016 – Price if not standard.

**Line Item 017** – Mirrors: Dual, exterior below-eye-line type,  
hinged, 5" x 8"

\$ \_\_\_\_\_

**Line Item 018** – Axle, Rear: Limited Slip

\$ \_\_\_\_\_

**Line Item 019** – Transmission: Manual, with 6 cylinder engine

\$ \_\_\_\_\_ (deduction)

**Line Item 020**– Engine: V-8 in lieu of 6 cylinder, minimum  
4.6 liter if available

\$ \_\_\_\_\_

**Line Item 021** – Speed Control and Tilt Wheel

\$ \_\_\_\_\_

**Line Item 022** – ABS Brakes, 4 Wheel \$ \_\_\_\_\_

**Line Item 023** – Power Windows and Door Locks \$ \_\_\_\_\_

**Line Item 024** – Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil and transmission cooling, Class III frame hitch and 4 pin wiring installed plus wiring harness for 7 pin. \$ \_\_\_\_\_

**Line Item 025** – Tires: LT Series Specify Size: \_\_\_\_\_ \$ \_\_\_\_\_

Delivery: \_\_\_\_\_ days ARO

Warranty: \_\_\_\_\_

Bidder should list any required equipment which must be included with any of the options listed above for line items 017 - 025:

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**LINE ITEM 026 – MODEL YEAR 2005 TRUCK, ½ TON, 4 X 4** Estimated Qty: 50

C/S Code: 07048

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Chevrolet Silverado 1500, Dodge Ram 1500, Ford F-150, GMC Sierra

**Line Item 026** – Base Price Equipped as Specified Below: \$ \_\_\_\_\_

Make and Model of Vehicle Bidding: \_\_\_\_\_

ENGINE: 4.6 Liter, 8 cylinder minimum

GVWR: 6,000 lbs. minimum

WHEELBASE: 115 inch minimum

BED: 6' 3" – 6 ½ ft. wide type

CAB: Regular

TRANSMISSION: Automatic

TRANSFER CASE: Manufacturer's Standard for specified transmission

REAR AXLE RATIO: Manufacturer's Standard

AUTO LOCKING HUBS

BRAKES: Power

STEERING: Power

TIRES: Four (4), manufacturers standard all season, plus full size spare

SEAT: Bench, Cloth

AIR CONDITIONER: Manufacturer's Standard

RADIO: Manufacturer's Standard AM/FM

BUMPER: Painted or chrome rear, step type

Options for Line Item 026 – Price if not standard.

**Line Item 027** – Mirrors: Dual, exterior below-eye-line type, hinged, 5" x 8" \$\_\_\_\_\_

**Line Item 028** – Transmission: Manual \$\_\_\_\_\_ (deduction)

**Line Item 029** – Optional Rear Axle Ratio State Ratio:\_\_\_\_\_ \$\_\_\_\_\_

**Line Item 030** – Engine: Larger size V8 (if available) Specify number of Liters:\_\_\_\_\_ \$\_\_\_\_\_

**Line Item 031** – Speed Control and Tilt Wheel \$\_\_\_\_\_

**Line Item 032** – Power Window and Door Locks \$\_\_\_\_\_

**Line Item 033** – ABS Brakes, 4 Wheel \$\_\_\_\_\_

**Line Item 034** – Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil and transmission cooling, Class III frame hitch and 4 pin wiring installed plus wiring harness for 7 pin. \$\_\_\_\_\_

**Line Item 035** – Tires: LT Series Specify Size:\_\_\_\_\_ \$\_\_\_\_\_

**Line Item 036** – 8 ft. Bed Specify Wheelbase:\_\_\_\_\_ \$\_\_\_\_\_

Delivery: \_\_\_\_\_ days ARO

Warranty:\_\_\_\_\_

Bidder should list any required equipment which must be included with any of the options listed above for line items 027 – 036:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LINE ITEM 037 – MODEL YEAR 2005 TRUCK, ½ TON, 4 X 2, Extended Cab Est. Qty: 2**

C/S Code: 07048

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Chevrolet Silverado 1500, Dodge Ram 1500, Ford F-150, GMC Sierra

**Line Item 037** – Base Price Equipped as Specified Below: \$\_\_\_\_\_

Make and Model of Vehicle Bidding:\_\_\_\_\_

ENGINE: 4.6 Liter, 8 cylinder minimum

GVWR: 6,000 lbs. minimum

WHEELBASE: 131 inch minimum

BED: 6'3" - 6 ½ ft. wide type  
 CAB: Extended  
 TRANSMISSION: Automatic  
 REAR AXLE RATIO: Manufacturer's Standard  
 BRAKES: Power  
 STEERING: Power  
 TIRES: Four (4), manufacturers standard all season, plus full size spare  
 SEAT: Front and Rear Bench, Cloth  
 AIR CONDITIONER: Manufacturer's Standard  
 RADIO: Manufacturer's Standard AM/FM  
 BUMPER: Painted or chrome rear, step type

Options for Line Item 037 – Price if not standard.

**Line Item 038** – Mirrors: Dual, exterior below-eye-line type, hinged, 5" x 8" \$\_\_\_\_\_

**Line Item 039** – Transmission: Manual \$\_\_\_\_\_ (deduction)

**Line Item 040** – Engine: Larger size V8 \$\_\_\_\_\_  
Specify number of Liters: \_\_\_\_\_

**Line Item 041** – Optional Rear Axle Ratio \$\_\_\_\_\_  
State Ratio: \_\_\_\_\_

**Line Item 042** – Speed Control and Tilt Wheel \$\_\_\_\_\_

**Line Item 043** – Power Windows and Door Locks \$\_\_\_\_\_

**Line Item 044** – ABS Brakes, 4 Wheel \$\_\_\_\_\_

**Line Item 045** – Towing Package: Manufacturer's Standard \$\_\_\_\_\_  
to include heavy duty charging, engine oil and  
transmission cooling, Class III frame hitch and  
4 pin wiring installed plus wiring harness for 7 pin.

**Line Item 046** – Tires: LT Series \$\_\_\_\_\_  
Specify Size: \_\_\_\_\_

Delivery: \_\_\_\_\_ days ARO

Warranty: \_\_\_\_\_

Bidder should list any required equipment which must be included with any of the options listed above for line items 038 - 046:

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**LINE ITEM 047 – MODEL YEAR 2005 TRUCK, ½ TON, 4 X 4, Extended Cab** Est. Qty: 50

C/S Code: 07048

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Chevrolet Silverado 1500, Dodge Ram 1500, Ford F-150, GMC Sierra

**Line Item 047** – Base Price Equipped as Specified Below: \$\_\_\_\_\_

Make and Model of Vehicle Bidding:\_\_\_\_\_

ENGINE: 4.6 Liter, 8 cylinder minimum

GVWR: 6,000 lbs. minimum

WHEELBASE: 131 inch minimum

BED: 6 ½ ft. wide type

CAB: Extended

TRANSMISSION: Automatic

TRANSFER CASE: Manufacturer's Standard for specified transmission

REAR AXLE RATIO: Manufacturer's Standard

AUTO LOCKING HUBS

BRAKES: Power

STEERING: Power

TIRES: Four (4), manufacturers standard all season, plus full size spare

SEAT: Front and Rear Bench, Cloth

AIR CONDITIONER: Manufacturer's Standard

RADIO: Manufacturer's Standard AM/FM

BUMPER: Painted or chrome rear, step type

Options for Line Item 047 – Price if not standard.

**Line Item 048** – Mirrors: Dual, exterior below-eye-line type, hinged, 5" x 8" \$\_\_\_\_\_

**Line Item 049** – Transmission: Manual \$\_\_\_\_\_ (deduction)

**Line Item 050** - Engine: Larger size V-8 (if available) \$\_\_\_\_\_  
Specify number of Liters:\_\_\_\_\_

**Line Item 051** – Optional Rear Axle Ratio \$\_\_\_\_\_  
State Ratio:\_\_\_\_\_

**Line Item 052** – Speed Control and Tilt Wheel \$\_\_\_\_\_

**Line Item 053**– Power Windows and Door Locks \$\_\_\_\_\_

**Line Item 054** – ABS Brakes, 4 Wheel \$\_\_\_\_\_

**Line Item 055** – Towing Package: Manufacturer's Standard  
to include heavy duty charging, engine oil and  
transmission cooling, Class III frame hitch and  
4 pin wiring installed plus wiring harness for 7 pin. \$\_\_\_\_\_

**Line Item 056** – Tires: LT Series  
Specify Size:\_\_\_\_\_ \$\_\_\_\_\_

**Line Item 057** - 8 ft. Bed  
Specify Wheelbase:\_\_\_\_\_ \$\_\_\_\_\_

Delivery: \_\_\_\_\_ days ARO

Warranty:\_\_\_\_\_

Bidder should list any required equipment which must be included with any of the options listed above for line items 048 - 057:

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**LINE ITEM 058 – MODEL YEAR 2005 TRUCK, ½ TON, 4 X 2, ALTERNATIVE FUEL**

**Estimated Qty: 5**

C/S Code: 07007

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Chevrolet Silverado 1500 Flexible Fuel E-85

**Line Item 058** - Base Price Equipped as Specified Below: \$\_\_\_\_\_

Make and Model of Vehicle Bidding:\_\_\_\_\_

ENGINE: 4.7 Liter, 8 cylinder minimum, Flexible Fuel  
GVWR: 6,000 lbs. minimum  
WHEELBASE: 131 inch minimum  
BED: 8 ft. wide type  
CAB: Regular  
TRANSMISSION: Automatic  
BRAKES: Power  
STEERING: Power  
REAR AXLE RATIO: Manufacturer's Standard  
TIRES: Four (4), manufacturers standard all season, plus full size spare  
SEAT: Bench, Cloth  
AIR CONDITIONER: Manufacturer's Standard  
RADIO: Manufacturer's Standard AM/FM  
BUMPER: Painted or chrome rear, step type

Options for Line Item 058 – Price if not standard.

- Line Item 059** – Mirrors: Dual, exterior below-eye-line type, hinged, 5" x 8" \$\_\_\_\_\_
- Line Item 060** – Transmission, Manual \$\_\_\_\_\_ (deduction)
- Line Item 061** – Axle, Rear: Limited Slip \$\_\_\_\_\_
- Line Item 062** – Speed Control and Tilt Wheel \$\_\_\_\_\_
- Line Item 063** – ABS Brakes, 4 Wheel \$\_\_\_\_\_
- Line Item 064** – Power Windows and Door Locks \$\_\_\_\_\_
- Line Item 065** – Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil and transmission cooling, Class III frame hitch and 4 pin wiring installed plus wiring harness for 7 pin. \$\_\_\_\_\_
- Line Item 066** – Tires: LT Series Specify Size:\_\_\_\_\_ \$\_\_\_\_\_

Delivery: \_\_\_\_\_ days ARO

Warranty:\_\_\_\_\_

Bidder should list any required equipment which must be included with any of the options listed above for line items 059 - 066:

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**LINE ITEM 067 – MODEL YEAR 2005 TRUCK, ½ TON, 4 X 4, ALTERNATIVE FUEL** Estimated Qty: 25

C/S Code: 07007

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Chevrolet Silverado 1500 Flexible Fuel E-85

**Line Item 067** – Base Price Equipped as Specified Below: \$\_\_\_\_\_

Make and Model of Vehicle Bidding:\_\_\_\_\_

ENGINE: 4.7 Liter, 8 cylinder minimum, Flexible Fuel

GVWR: 6,000 lbs. minimum

WHEELBASE: 115 inch minimum

BED: 6' 3" – 6 ½ ft. wide type

CAB: Regular

TRANSMISSION: Automatic

TRANSFER CASE: Manufacturer's Standard for specified transmission

REAR AXLE RATIO: Manufacturer's Standard

AUTO LOCKING HUBS



BRAKES: Power  
 STEERING: Power  
 TIRES: Four (4), manufacturers standard all season, plus full size spare  
 SEAT: Bench, Cloth  
 AIR CONDITIONER: Manufacturer's Standard  
 RADIO: Manufacturer's Standard AM/FM  
 BUMPER: Painted or chrome rear, step type

Options for Line Item 067 – Price if not standard.

**Line Item 068** – Mirrors: Dual, exterior below-eye-line type, hinged, 5" x 8" \$ \_\_\_\_\_

**Line Item 069** – Transmission: Manual \$ \_\_\_\_\_ (deduction)

**Line Item 070** – Optional Rear Axle Ratio \$ \_\_\_\_\_  
 State Ratio: \_\_\_\_\_

**Line Item 071** – Speed Control and Tilt Wheel \$ \_\_\_\_\_

**Line Item 072** – Power Window and Door Locks \$ \_\_\_\_\_

**Line Item 073** – ABS Brakes, 4 Wheel \$ \_\_\_\_\_

**Line Item 074** – Towing Package: Manufacturer's Standard \$ \_\_\_\_\_  
 to include heavy duty charging, engine oil and  
 transmission cooling, Class III frame hitch and  
 4 pin wiring installed plus wiring harness for 7 pin.

**Line Item 075** – Tires: LT Series \$ \_\_\_\_\_  
 Specify Size: \_\_\_\_\_

**Line Item 076** – 8 ft. Bed \$ \_\_\_\_\_  
 Specify Wheelbase: \_\_\_\_\_

Delivery: \_\_\_\_\_ days ARO

Warranty: \_\_\_\_\_

Bidder should list any required equipment which must be included with any of the options listed above for line items 068 – 076:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**LINE ITEM 077 – MODEL YEAR 2005 TRUCK, ½ TON, 4 X 2, EXTENDED CAB, ALTERNATIVE FUEL** Est. Qty: 10

C/S Code: 07007

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Chevrolet Silverado 1500 Flexible Fuel E-85

**Line Item 077** – Base Price Equipped as Specified Below: \$ \_\_\_\_\_

Make and Model of Vehicle Bidding: \_\_\_\_\_

ENGINE: 4.7 Liter, 8 cylinder minimum, Flexible Fuel  
 GVWR: 6,000 lbs. minimum  
 WHEELBASE: 131 inch minimum  
 BED: 6'3" - 6 ½ ft. wide type  
 CAB: Extended  
 TRANSMISSION: Automatic  
 REAR AXLE RATIO: Manufacturer's Standard  
 BRAKES: Power  
 STEERING: Power  
 TIRES: Four (4), manufacturers standard all season, plus full size spare  
 SEAT: Front and Rear Bench, Cloth  
 AIR CONDITIONER: Manufacturer's Standard  
 RADIO: Manufacturer's Standard AM/FM  
 BUMPER: Painted or chrome rear, step type

Options for Line Item 077 – Price if not standard.

**Line Item 078** – Mirrors: Dual, exterior below-eye-line type, hinged, 5" x 8" \$ \_\_\_\_\_

**Line Item 079** – Transmission: Manual \$ \_\_\_\_\_ (deduction)

**Line Item 080** – Speed Control and Tilt Wheel \$ \_\_\_\_\_

**Line Item 081** – Power Windows and Door Locks \$ \_\_\_\_\_

**Line Item 082** – ABS Brakes, 4 Wheel \$ \_\_\_\_\_

**Line Item 083** – Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil and transmission cooling, Class III frame hitch and 4 pin wiring installed plus wiring harness for 7 pin. \$ \_\_\_\_\_

**Line Item 084** – Tires: LT Series Specify Size: \_\_\_\_\_ \$ \_\_\_\_\_

Delivery: \_\_\_\_\_ days ARO

Warranty: \_\_\_\_\_

Bidder should list any required equipment which must be included with any of the options listed above for line items 078 - 084:

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**LINE ITEM 085 – MODEL YEAR 2005 TRUCK, ½ TON, 4 X 4, EXTENDED CAB,  
ALTERNATIVE FUEL****Est. Qty: 5**

C/S Code: 07007

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Chevrolet Silverado 1500 Flexible Fuel E-85

**Line Item 085** – Base Price Equipped as Specified Below: \$\_\_\_\_\_

Make and Model of Vehicle Bidding:\_\_\_\_\_

ENGINE: 4.7 Liter, 8 cylinder minimum, Flexible Fuel

GVWR: 6,000 lbs. minimum

WHEELBASE: 131 inch minimum

BED: 6 ½ ft. wide type

CAB: Extended

TRANSMISSION: Automatic

TRANSFER CASE: Manufacturer's Standard for specified transmission

REAR AXLE RATIO: Manufacturer's Standard

AUTO LOCKING HUBS

BRAKES: Power

STEERING: Power

TIRES: Four (4), manufacturers standard all season, plus full size spare

SEAT: Front and Rear Bench, Cloth

AIR CONDITIONER: Manufacturer's Standard

RADIO: Manufacturer's Standard AM/FM

BUMPER: Painted or chrome rear, step type

Options for Line Item 085 – Price if not standard.

**Line Item 086** – Mirrors: Dual, exterior below-eye-line type, hinged, 5" x 8" \$\_\_\_\_\_

**Line Item 087** – Transmission: Manual \$\_\_\_\_\_ (deduction)

**Line Item 088** – Speed Control and Tilt Wheel \$\_\_\_\_\_

**Line Item 089**– Power Windows and Door Locks \$\_\_\_\_\_

**Line Item 090** – ABS Brakes, 4 Wheel \$\_\_\_\_\_

**Line Item 091** – Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil and transmission cooling, Class III frame hitch and 4 pin wiring installed plus wiring harness for 7 pin. \$\_\_\_\_\_

**Line Item 092** – Tires: LT Series \$ \_\_\_\_\_  
Specify Size: \_\_\_\_\_

**Line Item 093** - 8 ft. Bed \$ \_\_\_\_\_  
Specify Wheelbase: \_\_\_\_\_

Delivery: \_\_\_\_\_ days ARO

Warranty: \_\_\_\_\_

Bidder should list any required equipment which must be included with any of the options listed above for line items 086 - 093:

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**LINE ITEM 094– MODEL YEAR 2005 TRUCK, ½ TON, 4 X 2, ALTERNATIVE FUEL (Propane)**  
**Estimated Qty: 1**

C/S Code: 07007

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Ford F-150 – Bi-Fuel Propane

**Line Item 094** - Base Price Equipped as Specified Below: \$ \_\_\_\_\_

Make and Model of Vehicle Bidding: \_\_\_\_\_

ENGINE: 5.4 Liter, 6 cylinder minimum, Bi-Fuel Propane  
GVWR: 7,500 lbs. minimum  
WHEELBASE: 131 inch minimum  
BED: 8 ft. wide type  
CAB: Regular  
TRANSMISSION: Automatic  
BRAKES: Power  
STEERING: Power  
REAR AXLE RATIO: Manufacturer's Standard  
TIRES: Four (4), manufacturers standard all season, plus full size spare  
SEAT: Bench, Cloth  
AIR CONDITIONER: Manufacturer's Standard  
RADIO: Manufacturer's Standard AM/FM  
BUMPER: Painted or chrome rear, step type

Options for Line Item 094 – Price if not standard.

**Line Item 095** – Mirrors: Dual, exterior below-eye-line type, \$ \_\_\_\_\_  
hinged, 5" x 8"

**Line Item 096** – Axle, Rear: Limited Slip \$ \_\_\_\_\_

**Line Item 097** – Speed Control and Tilt Wheel \$ \_\_\_\_\_

**Line Item 098** – Power Windows and Door Locks \$ \_\_\_\_\_

**Line Item 099** – Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil and transmission cooling, Class III frame hitch and 4 pin wiring installed plus wiring harness for 7 pin. \$ \_\_\_\_\_

Delivery: \_\_\_\_\_ days ARO

Warranty: \_\_\_\_\_

Bidder should list any required equipment which must be included with any of the options listed above for line items 095 - 099:

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**LINE ITEM 100– MODEL YEAR 2005 TRUCK, ½ TON, 4 X 4, ALTERNATIVE FUEL (Propane)**  
**Estimated Qty: 1**

C/S Code: 07007

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Ford F-150, Bi-Fuel Propane

**Line Item 100** – Base Price Equipped as Specified Below: \$ \_\_\_\_\_

Make and Model of Vehicle Bidding: \_\_\_\_\_

ENGINE: 5.4 Liter, 8 cylinder minimum, Bi-Fuel Propane

GVWR: 7,500 lbs. minimum

WHEELBASE: 115 inch minimum

BED: 6' 3" – 6 ½ ft. wide type

CAB: Regular

TRANSMISSION: Automatic

TRANSFER CASE: Manufacturer's Standard for specified transmission

REAR AXLE RATIO: Manufacturer's Standard

AUTO LOCKING HUBS

BRAKES: Power

STEERING: Power

TIRES: Four (4), manufacturers standard all season, plus full size spare

SEAT: Bench, Cloth

AIR CONDITIONER: Manufacturer's Standard

RADIO: Manufacturer's Standard AM/FM

BUMPER: Painted or chrome rear, step type

Options for Line Item 100 – Price if not standard.

**Line Item 101** – Mirrors: Dual, exterior below-eye-line type, hinged, 5” x 8” \$\_\_\_\_\_

**Line Item 102** – Transmission: Manual \$\_\_\_\_\_ (deduction)

**Line Item 103** – Speed Control and Tilt Wheel \$\_\_\_\_\_

**Line Item 104**– Power Window and Door Locks \$\_\_\_\_\_

**Line Item 105**- Towing Package: Manufacturer’s Standard to include heavy duty charging, engine oil and transmission cooling, Class III frame hitch and 4 pin wiring installed plus wiring harness for 7 pin. \$\_\_\_\_\_

**Line Item 106** - 8 ft. Bed Specify Wheelbase:\_\_\_\_\_ \$\_\_\_\_\_

Delivery: \_\_\_\_\_ days ARO

Warranty:\_\_\_\_\_

Bidder should list any required equipment which must be included with any of the options listed above for line items 101 – 106:

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 \_\_\_\_\_  
 \_\_\_\_\_

**LINE ITEM 107 – MODEL YEAR 2005 TRUCK, 3/4 TON, 4 X 4, Regular Cab**

**Estimated Qty: 30**

C/S Code: 07048

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Chevrolet Silverado 2500, Dodge Ram 2500, Ford F-250, GMC Sierra

**Line Item 107** – Base Price Equipped as Specified Below: \$\_\_\_\_\_

Make and Model of Vehicle Bidding:\_\_\_\_\_

ENGINE: 5.4 Liter, 8 cylinder minimum

GVWR: 8,600 lbs. minimum

WHEELBASE: 131 inch minimum

BED: 8 ft. wide type

CAB: Regular

TRANSMISSION: Automatic, 4 speed overdrive

TRANSFER CASE: Manufacturer’s Standard for specified transmission

REAR AXLE RATIO: Manufacturer’s Standard

AUTO LOCKING HUBS

BRAKES: Power

STEERING: Power

TIRES: Four (4), manufacturers standard all season, plus full size spare

SEAT: Bench, Cloth  
 AIR CONDITIONER: Manufacturer's Standard  
 RADIO: Manufacturer's Standard AM/FM  
 BUMPER: Painted or chrome rear, step type

Options for Line Item 107– Price if not standard.

**Line Item 108**– Engine: Diesel \$ \_\_\_\_\_  
**Line Item 109** – Mirrors: Dual, exterior below-eye-line type, \$ \_\_\_\_\_  
 hinged, 6" x 9"  
**Line Item 110**– Transmission: Manual, 5 Speed Overdrive \$ \_\_\_\_\_ (deduction)  
**Line Item 111**– Optional Rear Axle Ratio \$ \_\_\_\_\_  
 State Ratio: \_\_\_\_\_  
**Line Item 112** – Speed Control and Tilt Wheel \$ \_\_\_\_\_  
**Line Item 113**– Power Windows and Door Locks \$ \_\_\_\_\_  
**Line Item 114**– ABS Brakes, 4 Wheel \$ \_\_\_\_\_  
**Line Item 115**– Towing Package: Manufacturer's Standard \$ \_\_\_\_\_  
 to include heavy duty charging, engine oil and  
 transmission cooling, Class III frame hitch and  
 4 pin wiring installed plus wiring harness for 7 pin.  
**Line Item 116** – Tires: LT Series \$ \_\_\_\_\_  
 Specify Size: \_\_\_\_\_

Delivery: \_\_\_\_\_ days ARO

Warranty: \_\_\_\_\_

Bidder should list any required equipment which must be included with any of the options listed above for line items 108 – 116:

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 \_\_\_\_\_  
 \_\_\_\_\_

**LINE ITEM 117 – MODEL YEAR 2005 TRUCK, 3/4 TON, 4 X 2, Extended Cab**

**Estimated Qty: 15**

C/S Code: 07048

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Chevrolet Silverado 2500, Dodge Ram 2500, Ford F-250, GMC Sierra

**Line Item 117** – Base Price Equipped as Specified Below: \$ \_\_\_\_\_

Make and Model of Vehicle Bidding: \_\_\_\_\_

ENGINE: 5.4 Liter, 8 cylinder minimum

GVWR: 8,600 lbs. minimum  
WHEELBASE: 131 inch minimum  
BED: Minimum 6 ft. wide type  
CAB: Extended  
TRANSMISSION: Automatic, 4 speed overdrive  
REAR AXLE RATIO: Manufacturer's Standard  
BRAKES: Power  
STEERING: Power  
TIRES: Four (4), manufacturers standard all season, plus full size spare  
SEAT: Bench, Cloth  
AIR CONDITIONER: Manufacturer's Standard  
RADIO: Manufacturer's Standard AM/FM  
BUMPER: Painted or chrome rear, step type

Options for Line Item 117– Price if not standard.

**Line Item 118**– Engine: Diesel \$\_\_\_\_\_

**Line Item 119** – Mirrors: Dual, exterior below-eye-line type, hinged, 6" x 9" \$\_\_\_\_\_

**Line Item 120**– Transmission: Manual, 5 Speed Overdrive \$\_\_\_\_\_ (deduction)

**Line Item 121**– Optional Rear Axle Ratio \$\_\_\_\_\_  
State Ratio:\_\_\_\_\_

**Line Item 122** – Speed Control and Tilt Wheel \$\_\_\_\_\_

**Line Item 123**– Power Windows and Door Locks \$\_\_\_\_\_

**Line Item 124**– ABS Brakes, 4 Wheel \$\_\_\_\_\_

**Line Item 125**– Front: High Back Cloth Bucket Seats without Center Console \$\_\_\_\_\_

**Line Item 126**– Towing Package: Manufacturer's Standard \$\_\_\_\_\_  
to include heavy duty charging, engine oil and  
transmission cooling, Class III frame hitch and  
4 pin wiring installed plus wiring harness for 7 pin.

**Line Item 127** – Tires: LT Series \$\_\_\_\_\_  
Specify Size:\_\_\_\_\_

**Line Item 128** - 8 ft. Bed \$\_\_\_\_\_  
Specify Wheelbase:\_\_\_\_\_

Delivery: \_\_\_\_\_ days ARO

Warranty:\_\_\_\_\_



Bidder should list any required equipment which must be included with any of the options listed above for line items 118 – 128:

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**LINE ITEM 129 – MODEL YEAR 2005 TRUCK, 3/4 TON, 4 X 4, Extended Cab**

**Estimated Qty: 3**

C/S Code: 07048

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Chevrolet Silverado 2500, Dodge Ram 2500, Ford F-250, GMC Sierra

**Line Item 129** – Base Price Equipped as Specified Below: \$\_\_\_\_\_

Make and Model of Vehicle Bidding: \_\_\_\_\_

ENGINE: 5.4 Liter, 8 cylinder minimum  
 GVWR: 8,600 lbs. minimum  
 WHEELBASE: 131 inch minimum  
 BED: Minimum 6 ft. wide type  
 CAB: Extended  
 TRANSMISSION: Automatic, 4 speed overdrive  
 TRANSFER CASE: Manufacturer's Standard for specified transmission  
 REAR AXLE RATIO: Manufacturer's Standard  
 AUTO LOCKING HUBS  
 BRAKES: Power  
 STEERING: Power  
 TIRES: Four (4), manufacturers standard all season, plus full size spare  
 SEAT: Bench, Cloth  
 AIR CONDITIONER: Manufacturer's Standard  
 RADIO: Manufacturer's Standard AM/FM  
 BUMPER: Painted or chrome rear, step type

Options for Line Item 129– Price if not standard.

**Line Item 130**– Engine: Diesel \$\_\_\_\_\_

**Line Item 131** – Mirrors: Dual, exterior below-eye-line type, hinged, 6" x 9" \$\_\_\_\_\_

**Line Item 132**– Transmission: Manual, 5 Speed Overdrive \$\_\_\_\_\_ (deduction)

**Line Item 133**– Optional Rear Axle Ratio \$\_\_\_\_\_  
 State Ratio: \_\_\_\_\_

**Line Item 134** – Speed Control and Tilt Wheel \$\_\_\_\_\_

**Line Item 135**– Power Windows and Door Locks \$ \_\_\_\_\_

**Line Item 136**– ABS Brakes, 4 Wheel \$ \_\_\_\_\_

**Line Item 137**– Towing Package: Manufacturer's Standard  
to include heavy duty charging, engine oil and  
transmission cooling, Class III frame hitch and  
4 pin wiring installed plus wiring harness for 7 pin. \$ \_\_\_\_\_

**Line Item 138** – Tires: LT Series \$ \_\_\_\_\_  
Specify Size: \_\_\_\_\_

**Line Item 139** - 8 ft. Bed \$ \_\_\_\_\_  
Specify Wheelbase: \_\_\_\_\_

Delivery: \_\_\_\_\_ days ARO

Warranty: \_\_\_\_\_

Bidder should list any required equipment which must be included with any of the options listed above for line items 130 – 139:

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**LINE ITEM 140 – MODEL YEAR 2005 SPORT UTILITY VEHICLE, 4 X 4 Est Qty: 3**

C/S Code: 07048

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Ford Escape, Jeep Liberty, Pontiac Aztek

**Line Item 140** – Base Price Equipped as Specified Below: \$ \_\_\_\_\_

Make and Model of Vehicle Bidding: \_\_\_\_\_

ENGINE: 2.0 Liter, 4 cylinder minimum

WHEELBASE: 103 inch minimum

TRANSMISSION: Automatic, 4 Speed

REAR AXLE RATIO: Manufacturer Standard

TRANSFER CASE: Manufacturer's Standard for specified transmission

AUTO LOCKING HUBS

BRAKES: Power

DOORS: Four (4)

STEERING: Power

SEATS: Cloth

TIRES: Four (4), manufacturers standard all season, plus compact spare

AIR CONDITIONER: Manufacturer's Standard

RADIO: Manufacturer's Standard AM/FM

Options for Line Item 140 – Price if not standard.

**Line Item 141**– Floor Mats, front and rear \$ \_\_\_\_\_

**Line Item 142**– Towing Package: Manufacturer's Standard \$ \_\_\_\_\_  
to include trailer hitch, heavy duty charging, engine  
oil and transmission cooling, 4 pin wiring harness  
installed

**Line Item 143** -Speed Control and Tilt Wheel \$ \_\_\_\_\_

**Line Item 144** – Console full floor (mini console not acceptable) \$ \_\_\_\_\_  
between bucket seats to include all standard  
equipment required by manufacturer

**Line Item 145** –Engine: V-6, 3.0L Minimum \$ \_\_\_\_\_

**Line Item 146** – ABS Brakes, 4 wheel \$ \_\_\_\_\_

**Line Item 147** – Power Windows and Door Locks \$ \_\_\_\_\_

Delivery: \_\_\_\_\_ days ARO

Warranty: \_\_\_\_\_

Bidder should list any required equipment which must be included with any of the options listed above for line items 141 - 147:

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**LINE ITEM 148– MODEL YEAR 2005 SPORT UTILITY VEHICLE, 4 X 4** Est Qty: 2

C/S Code: 07048

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Chevrolet Blazer, Ford Explorer, GMC Jimmy, Jeep Grand Cherokee

**Line Item 148** – Base Price Equipped as Specified Below: \$ \_\_\_\_\_

Make and Model of Vehicle Bidding: \_\_\_\_\_

ENGINE: 4.0 Liter, 6 cylinder minimum

TRANSMISSION: Automatic

REAR AXLE RATIO: Manufacturer Standard

TRANSFER CASE: Manufacturer's Standard for specified transmission

AUTO LOCKING HUBS

BRAKES: Power

DOORS: Four (4)

STEERING: Power

SEATS: Cloth

TIRES: Four (4), manufacturers standard all season, plus spare

AIR CONDITIONER: Manufacturer's Standard

RADIO: Manufacturer's Standard AM/FM

Options for Line Item 148 – Price if not standard.

**Line Item 149**– Towing Package: Manufacturer's Standard \$ \_\_\_\_\_  
to include trailer hitch, heavy duty charging, engine  
oil and transmission cooling, 4 pin wiring harness  
installed

**Line Item 150** -Speed Control and Tilt Wheel \$ \_\_\_\_\_

**Line Item 151** – Console full floor (mini console not acceptable) \$ \_\_\_\_\_  
between bucket seats to include all standard  
equipment required by manufacturer

**Line Item 152** – ABS Brakes, 4 wheel \$ \_\_\_\_\_

**Line Item 153** – Power Windows and Door Locks \$ \_\_\_\_\_

**Line Item 154** – Cost for standard unit equipped as above to \$ \_\_\_\_\_  
include a special service police package  
(if available)

Delivery: \_\_\_\_\_ days ARO

Warranty: \_\_\_\_\_

Bidder should list any required equipment which must be included with any of the options listed above for line items 149 - 154:

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**LINE ITEM 155– MODEL YEAR 2005 SPORT UTILITY VEHICLE, 4 X 4, ALTERNATIVE FUEL**

**Est Qty: 2**

C/S Code: 07007

In addition to the following mandatory required equipment, the vehicles shall be equipped with all standard equipment for the model specified.

Acceptable Makes and Models or Equivalents: Ford Explorer Flexible Fuel E-85

**Line Item 155** – Base Price Equipped as Specified Below: \$ \_\_\_\_\_

Make and Model of Vehicle Bidding: \_\_\_\_\_

ENGINE: 4.0 Liter, 6 cylinder minimum

TRANSMISSION: Automatic

REAR AXLE RATIO: Manufacturer Standard

TRANSFER CASE: Manufacturer's Standard for specified transmission

AUTO LOCKING HUBS

BRAKES: Power  
 DOORS: Four (4)  
 STEERING: Power  
 SEATS: Cloth  
 TIRES: Four (4), manufacturers standard all season, plus spare  
 AIR CONDITIONER: Manufacturer's Standard  
 RADIO: Manufacturer's Standard AM/FM

Options for Line Item 155 – Price if not standard.

**Line Item 156**– Towing Package: Manufacturer's Standard \$ \_\_\_\_\_  
 to include trailer hitch, heavy duty charging, engine  
 oil and transmission cooling, 4 pin wiring harness  
 installed

**Line Item 157** -Speed Control and Tilt Wheel \$ \_\_\_\_\_

**Line Item 158** – Console full floor (mini console not acceptable) \$ \_\_\_\_\_  
 between bucket seats to include all standard  
 equipment required by manufacturer

**Line Item 159** – ABS Brakes, 4 wheel \$ \_\_\_\_\_

**Line Item 160** – Power Windows and Door Locks \$ \_\_\_\_\_

**Line Item 161** – Cost for standard unit equipped as above to \$ \_\_\_\_\_  
 include a special service police package  
 (if available)

Delivery: \_\_\_\_\_ days ARO

Warranty: \_\_\_\_\_

Bidder should list any required equipment which must be included with any of the options listed above for line items 156 - 161:

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#### **Local Government Use (Cooperative Procurement):**

The bidder should indicate agreement/disagreement to participate in the State of Missouri's Cooperative Procurement Program as described herein.

Yes\_\_\_\_ No\_\_\_\_

#### **Bidder's Note On Co-Op Delivery**

If the bidder will allow other political subdivisions throughout the State of Missouri to purchase off the contract through the Cooperative Procurement program, then the bidder must state the price per mile round-trip to deliver the vehicle to a cooperative procurement entity:

**Line Item 162** \$ \_\_\_\_\_ per mile

The bidder shall understand that this price shall not apply to state agencies. It shall apply only to public entities participating in the Cooperative Procurement program. NOTE: The state discourages bidders from bidding special payment terms (like Cash On Delivery) for co-op agencies, i.e., political entities which are not part of the State of Missouri state agency organization. If there are special payment terms for co-op entities, the bidder should state what they are: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **Employee Bidding/Conflict of Interest:**

Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name and title of state employee, General  
Assembly member or statewide elected official: \_\_\_\_\_

Name of state agency where employed: \_\_\_\_\_

Percentage of ownership interest in bidder's  
organization held by state employee, General  
Assembly member or statewide elected official: \_\_\_\_\_%

### **MBE/WBE Certification:**

Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to our Internet website and download an application at <http://www.oa.state.mo.us/purch/mmbe/mbewbeapplic.html> or contact the MBE/WBE Purchasing Program at 800-592-6019 or email [heyern@mail.oa.state.mo.us](mailto:heyern@mail.oa.state.mo.us).

\_\_\_\_\_ MBE      \_\_\_\_\_ WBE      \_\_\_\_\_ Both

**Exhibit A****STATE OF MISSOURI -- OFFICE OF ADMINISTRATION  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required)

COMPANY NAME

**NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items bid may not receive the domestic preference.**

**STATE OF MISSOURI**  
**DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**  
**TERMS AND CONDITIONS -- INVITATION FOR BID**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.

**3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the IFB based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the bidder must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an IFB after issuance.

**4. PREPARATION OF BIDS**



- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

## 5. SUBMISSION OF BIDS

- a. Bids may be submitted electronically as permitted by the IFB through the State of Missouri's On-Line Bidding website or hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. When submitting a bid electronically, the bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

## 6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Prices shall be posted on the state's On-Line Bidding website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## 7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Executive Orders 03-27 and 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding website for a reasonable period after bid award and maintains images of all bid file material for review. Bidders who include an email address with their bid will be notified of the award results via email.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DPMM.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

**13. WARRANTY**

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

**14. CONFLICT OF INTEREST**

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

**15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

**16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

**17. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

**18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

**19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

**20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 05/03/04

End of Document